

## UOVO WINE COLORADO WINE STORAGE AGREEMENT GENERAL TERMS & CONDITIONS

The following terms and conditions (these “**Terms and Conditions**”) govern, and are made a part of, the Wine Storage Agreement form (the “**WSA Form**”) executed by the “**Customer**” named on the WSA Form (the “**Customer**”) in favor of Domaine Management, LLC, a Missouri limited liability company (the “**Company**”) doing business as UOVO WINE. Collectively, the WSA Form and these Terms and Conditions constitute the “**Agreement**.”

**1. APPLICATION.** These Terms and Conditions set forth the general terms and conditions for the Agreement between the Customer and the Company, and the terms of these Terms and Conditions shall be deemed incorporated into the WSA Form without the need to physically attach these Terms and Conditions or reiterate them in the WSA Form. These Terms and Conditions and the WSA Form governed hereby collectively constitute the governing agreement between Customer and Company and supersede all other oral or written representations, understandings or agreements on the subject matter thereof. These Terms and Conditions may be modified by Company from time to time and a revised copy shall be provided to Customer for acknowledgment electronically upon renewal of Customer’s WSA – in the event Customer neither acknowledges nor objects to the Terms and Conditions upon WSA renewal, the revised Terms and Conditions shall govern; otherwise, in the event of any conflict between these Terms and Conditions and any other agreement between Customer and the Company, these Terms and Conditions shall govern. No release from any of these Terms and Conditions shall be binding unless agreed to in writing by the parties which writing specifically refers to the applicable provision(s) of these Terms and Conditions to be released.

**2. STORAGE.** The Company shall store wine and/or other alcoholic beverages, including, but not limited to, spirits (collectively, the “**Customer’s Wine**”), that the Customer wishes to store at the Company wine storage facility detailed in the WSA Form (the “**Facility**”) as detailed in this Section 2.

(a) Service Customer. If on the WSA form the Customer selected the “Standard” or the “Premier” option, Customer is a “**Service Customer**” as such term is used elsewhere in this Agreement, and the Customer may store the Customer’s Wine in a storage locker located at the Facility, designated for the Customer’s use by the Company.

(b) Wrapped Pallet. If, on the WSA Form, the Customer has selected a “Wrapped Pallet” option, the Customer shall have a particular physical space in the Pallet Storage section at the Facility designated to it. Each pallet shall have the capacity to store the cubic footage equivalent of 54 Case Equivalents (as defined below) of the Customer’s Wine. Each pallet will remain shrink-wrapped and labeled through the duration of the storage term.

(c) General Storage Locker. If the Customer is a Service Customer, the Company agrees to hold any deliveries of the Customer’s Wine received by the Company in the Company’s holding locker for fifteen (15) days and to notify the Customer of the arrival of such items within a reasonable time after arrival. If, after 15 days, the Customer has not moved the delivered items from the holding locker to the Customer’s storage locker or authorized the Company to do so, the Company shall repack all non-standard or Styrofoam shipping boxes into a Case Equivalent (as defined below). The labor to repack any box and the cost of the new boxes will be paid by the Customer at the Company’s current rate for each.

(i) If the Customer has less than ten (10) pieces in the Company’s holding locker after 15 days, the Company shall charge Customer an additional \$15.00 per box per month for such Customer’s Wine left in the Company’s holding locker.

(ii) If the Customer has ten (10) or more pieces in the Company’s holding locker after 15 days, the Company shall add

Customer’s wine left in the Company’s holding locker to the smallest accommodating storage locker available (matching the current service option selected by the Customer on the WSA form). Customer shall be billed at the Company’s prevailing rate on a Quarterly Term subject to these Terms and Conditions.

(d) Case Equivalent. For purposes hereof, a “**Case Equivalent**” means the space required to store a standard 750 mL repack box measuring no larger than 14 inches (L) x 11 inches (W) x 13 inches (H) and constructed of corrugated cardboard, wood or similar material. Bottles of the Customer’s Wine larger than 750 ml shall be stored in appropriately sized boxes in such a manner that they are completely and safely covered and contained. All Styrofoam shipping boxes will be repacked into a Case Equivalent box. The Company shall also have the right to repack any of Customer’s Wine that is stored in boxes or containers that the Company deems, in its sole discretion, to be compromised, deteriorated, not intended for long term storage, or otherwise unsafe to staff or property at the Company’s facility. The labor to repack any boxes and the cost of the new boxes will be paid by the Customer at the Company’s current rate for each.

### **3. TYPE OF SERVICE.**

(a) Standard Service. If on the WSA Form, the Customer has selected a “Standard” option, the Company shall: (i) receive the Customer’s Wine free of charge; (ii) document the number of boxes received and the shipper; and (iii) provide the Customer access to the Company’s lounge (as described in Section 5 of this Agreement), consolidated shipping or Concierge Pickup services (as described in Section 8 of this Agreement), local wine store pick-up, and such other services as are provided for in this Agreement or otherwise provided by the Company in its discretion. The Customer shall be responsible for moving all bottles of its wine from the Company’s general storage locker to Customer’s storage locker (as described in Section 2(c) of this Agreement) and for storage and removal of its wine thereafter.

(b) Premier Service. If on the WSA Form, the Customer has selected a “Premier” option, in addition to all of the services provided by the Company under Section 3(a), above, the Company shall: (i) open every box of the Customer’s Wine received by the Company; (ii) take inventory of every box and make such inventory count available to the Customer via the Company’s warehouse management software; (iii) place individual bottles of the Customer’s Wine in appropriate storage containers within the Customer’s storage locker; and (iv) add and remove bottles from Customer’s storage locker upon request by Customer.

### **4. ACCESS TO STORAGE.**

(a) Access to Storage Locker. If the Customer is a Service Customer, the Customer shall have access to its storage locker at any time during the normal business hours of the applicable Facility, as determined from time to time by the Company. Additional access to the Customer’s storage locker outside of normal business hours may be pre-arranged by mutual agreement between Customer and the Company.

(b) Card Key Access. A Service Customer shall only have access to its storage locker (and not any other portion of the Company's facility) except as the Company and such Service Customer may specifically agree. A Service Customer shall have access to its storage locker by means of a magnetic card key. The Company retains the right to deactivate such Service Customer's magnetic card key in the event the Service Customer demonstrates behavior that is dangerous, unreasonably dirty, or unsanitary, or otherwise inappropriate in the Company's reasonable discretion. The Service Customer shall only be permitted access to its storage locker during the Company's normal business hours, which shall be determined from time to time by the Company. A Customer that is not a Service Customer shall have access to the Company's general storage locker (and shall only be able to request retrieval of its wine from such general storage locker) during the Company's normal business hours.

## 5. LOUNGE.

(a) Use of Lounge. A lounge on the Company's premises shall be available for use by the Customer, as well as all other clients using the Company's storage lockers, on a first-come, first-served basis. As used hereafter in this subsection, references to the Customer's responsibilities refer only to those events reserved, staged or hosted by the Customer. The Company shall coordinate the reservation of the lounge and will make all final determinations on scheduling matters. Events held at the lounge during normal business hours are free and include the use of the Company's glassware and kitchen. The Customer shall be responsible for the replacement costs of any and all glassware broken during the course of an event. The Customer shall be responsible for providing its own eating utensils and shall have the right to provide its own food or catering through any reputable source or vendor.

(b) Waiver and Release. In contemplation of reservation of the lounge, the Customer acknowledges that the Company shall not provide Customer with any alcoholic beverages nor is it in any manner the Company's responsibility to monitor any alcoholic beverage consumption during the duration of the event. The Customer recognizes and agrees that the Company is not responsible for any injury or loss of property suffered as a result of the use of the lounge, regardless of the cause. In consideration of the Customer's ability to use the lounge, the Customer hereby releases, discharges and holds harmless the Company, the Company's members, managers (if any), employees, agents and other representatives from any and all claims that may result from the Customer's use of the lounge. The Customer understands this release and waiver to be as broad and inclusive as the laws in the state of Missouri will permit.

(c) Fees and Schedule. Fees and schedule for events held at the Facility after normal business hours shall be determined on a case-by-case basis.

6. **TITLE AND INSPECTION.** Title to the Customer's Wine shall remain vested in the Customer at all times during the term of this Agreement. Nothing in this Agreement shall be considered as constituting a sale of the Customer's Wine to the Company, or as giving the Company any interest in the Customer's Wine, except as provided in Section 11 of these Terms and Conditions. The Company and its agents shall have the rights at all times during the term of this Agreement to examine the Customer's Wine for the purpose of, among other things, inspecting the integrity of the packaging and contents thereof and to inventory the contents (as provided herein).

## 7. TERM AND STORAGE CHARGES.

(a) One Year Term. If on the WSA Form, the Customer has selected a "One-Year Term" option with respect to any service option(s), then with respect to such option(s): (i) the initial term of this Agreement (the "**Initial Term**") shall be one year, commencing on the date first referred to in the WSA Form (the "**Effective Date**"), (ii) the Customer shall pay the Company the applicable One-Year Storage Charge(s) (as set forth in the WSA Form) owed for the Initial Term upon execution of this Agreement, and (iii) unless earlier terminated as provided herein, upon the expiration of the Initial Term or any Renewal Term (as hereinafter defined), this Agreement shall automatically renew for an additional Renewal Term of one-year on these Terms and Conditions; provided, however, that the applicable One-Year Storage Charge(s) shall be adjusted to the Company's then-current applicable One-Year Storage Charge(s) for new customers.

(b) Two Year Term. If on the WSA Form, the Customer has selected a "Two-Year Term" option for any service option(s), then with respect to such option(s): (i) the Initial Term shall be two years, commencing on the Effective Date, (ii) the Customer shall pay the Company the applicable Two-Year Storage Charge(s) (as set forth in the WSA Form) owed for the Initial Term upon execution of this Agreement, and (iii) unless earlier terminated as provided herein, upon the expiration of the Initial Term or any Renewal Term, this Agreement shall automatically renew for an additional Renewal Term of two years on these Terms and Conditions; provided, however, that the applicable Two-Year Storage Charge(s) shall be adjusted to the Company's then-current applicable Two-Year Storage Charge(s) for new customers.

(c) Three Year Term. If on the WSA Form, the Customer has selected a "Three-Year Term" option for any service option(s), then with respect to such option(s): (i) the Initial Term shall be three years, commencing on the Effective Date, (ii) the Customer shall pay the Company the applicable Three-Year Storage Charge(s) (as set forth in the WSA Form) owed for the Initial Term upon execution of this Agreement, and (iii) unless earlier terminated as provided herein, upon the expiration of the Initial Term or any Renewal Term, this Agreement shall automatically renew for an additional Renewal Term of three years on these Terms and Conditions; provided, however, that the applicable Three-Year Storage Charge(s) shall be adjusted to the Company's then-current applicable Three-Year Storage Charge(s) for new customers.

(d) Quarterly Term. If, on the WSA Form, the Customer has selected a "Quarterly Term" option, then with respect to such option(s): (i) the Initial Term of this Agreement shall be three calendar months, commencing on the Effective Date, (ii) the Customer shall pay to the Company the applicable Quarterly Storage Charge(s) (as set forth in the WSA Form) owed in full upon execution of this Agreement. So long as the Customer's Wine is still held on the first day after the Initial Term or any subsequent Renewal Term, this Agreement shall automatically renew for an additional Renewal Term of three-calendar months on these Terms and Conditions. The applicable Quarterly Storage Charge(s) shall be adjusted to the Company's then-current applicable Quarterly Storage Charge(s) for new customers.

(e) Monthly Term. If, on the WSA Form, the Customer has selected a "Monthly Term" option for Wrapped Pallet Storage, then with respect to such option(s): (i) the Initial Term of this Agreement shall be one calendar month, commencing on the Effective Date, (ii) the Customer shall pay to the Company the applicable Monthly Storage Charge(s) (as set forth in the WSA Form) owed in full upon execution of this Agreement. So long as the Customer's Wine is still held on the first day after the Initial Term or any subsequent Renewal Term, this Agreement shall automatically renew for an additional Renewal Term of

one calendar month on these Terms and Conditions. The applicable Monthly Storage Charge(s) shall be adjusted to the Company's then-current applicable Monthly Storage Charge(s) for new customers.

(f) Term. With respect to any service options selected by Customer, each renewal period described in this Section 7, whether for a period of one, two, or three years or a period of one or three months, as applicable, is a "**Renewal Term**"; together, the Initial Term and all Renewal Terms are the "**Term**"; the beginning of any Renewal Term is a "**Renewal**." Notwithstanding anything to the contrary set forth in this Agreement, these Terms and Conditions shall govern the Agreement throughout the Initial Term and any Renewal Term for any service options; provided, however, that, on written notice provided to the Customer not less than thirty (30) days prior to the end the Customer's then-current Term which specifies any applicable changes, (A) the Storage Charge(s) applicable to any subsequent Renewal Term may be adjusted by the Company, and (B) these Terms and Conditions may be amended by the Company, and, in either case, shall be binding on the Customer effective as of the first day of the next Renewal Term applicable to the Customer.

(g) Storage Charges. Collectively, the One-Year Storage Charge(s), the Two-Year Storage Charge(s), the Three-Year Storage Charge(s), the Quarterly Storage Charge(s), and the Monthly Storage Charge(s) are the "**Storage Charges**." Except as otherwise expressly provided in this Agreement, all Storage Charge payments are non-refundable. In the event of any Renewal, the Customer shall be invoiced for each Renewal Term not later than thirty (30) days prior to the beginning of such Renewal Term, and the Storage Charges for any such Renewal Term are due on the first day of such Renewal Term; provided, however, that with respect to any Quarter-Year Pallet Storage Charge that the Customer shall be invoiced after the beginning of each Renewal Period.

(h) Term Expiration Fee. If the Customer chooses to terminate this Agreement upon the completion of the Initial Term or Renewal Term (with the exclusion of Monthly Terms), the Customer shall notify the Company prior to the expiration date and remove any remaining wine stored at the Facility on or before the expiration of the current term. If the Customer has wine stored at the Facility beyond the expiration of the term, this Agreement shall automatically renew for an additional Renewal Term of one calendar month subject to these Terms and Conditions; provided, however, that the applicable calendar month storage charge(s) shall be equal to one-third (1/3) of the Company's then-current Quarterly Storage Charge(s) for new customers, plus a 20% administrative fee. Customer's access to the facility will be limited until storage charge(s) is paid in full.

**8. CONSOLIDATED SHIPPING/ IMPORT/ CONCIERGE PICKUP SERVICES.** In the event that the Customer desires to engage the Company or one of its affiliates (including, but not limited to UOVO WINE Transit) to assist the Customer in coordinating the shipment and/or transportation of the Customer's Wine from a location identified on one or more bill(s) of lading issued by the Company or one of its affiliates (the "**Origin**") to a new storage location identified or to be identified on one or more bill(s) of lading issued by the Company or one of its affiliates (the "**Destination**"), the Company or one of its affiliates will coordinate the shipment and/or transportation of the Customer's Wine from the Origin to the Destination (the "**Transit Services**") in accordance with the terms and conditions of this Agreement and, specifically, this Section 8.

(a) Import Shipping Services. In the event that the Origin of Customer's Wine is in France or the U.K., the Company is authorized to work through a third-party vendor (the "Import Vendor") to provide for

the importation of the Customer's Wine from a consolidation point in the Origin to the storage facility owned and operated by Domaine New York LLC in Edison, New Jersey (the "Import Destination"), an affiliate of UOVO WINE. In connection with any such Import Shipping Services, Customer and the Company further agree that: (1) the Import Vendor, and not the Company or its Affiliates, shall be responsible for all customs and related importation requirements and responsibilities, and the Company and its Affiliates accept no responsibility with respect to same; (2) it shall be Customer's responsibility to make arrangements and pay for the delivery of Customer's Wine to a consolidation point in the Origin, the location and address of which will be provided to Customer by the Company; (3) Import Shipping Services do not cover delivery of Customer's Wine to any location other than the Import Destination identified above, and Customer and the Company will enter into a separate arrangement in the event that Customer desires to have Customer's Wine delivered to some other location or ultimate Destination; and (4) the Company shall notify Customer of the arrival of Customer's Wine at the Import Destination within a reasonable time after the arrival of Customer's Wine, and Customer shall be provided temporary storage in the Import Destination's general storage locker at no additional charge to Customer for a period not to exceed thirty (30) days.

(b) Title. Title to the Customer's Wine will remain vested in Customer at all times during the performance of any Transit or Import Shipping Services; provided that, where necessary in connection with the Company or one of its Affiliates providing the Transit or Import Shipping Services, the Company or one of its Affiliates may temporarily take possession of the Customer's Wine or the Customer's Wine may otherwise come under the care, custody and control of the Company or one of its Affiliates.

(c) The Destination. Customer hereby represents and warrants to the Company that, to the best of Customer's knowledge, the Destination (as same may be changed from time to time, as described below) is a permissible location for delivery and storage of the Wine under all applicable laws and regulations.

(d) Compliance with Laws. The Customer shall not ship, or direct the Company or one of its Affiliates to ship, any item which shall be in violation of any order or requirement imposed by any Board of Health, Department of Sanitation, Police Department or other governmental agency, or in violation of any other legal requirement. The Customer agrees to fully comply with all federal, state and local laws regarding the ownership, transportation, labeling, taxation or other use of wine as contemplated by this Agreement. By its execution of the WSA Form, the Customer hereby represents that it has good title to the Customer's Wine and that there are not legal restrictions relating to the Customer's right to ship any items with respect to which the Customer engages the Company or one of its Affiliates to perform Transit or Import Shipping Services.

(e) Responsibility for Taxes. Neither any provision of this Agreement nor any action of the Company or one of its Affiliates constituting Transit or Import Shipping Services hereunder shall release Customer from any liability for payment of any and all sales taxes, use taxes, duties or similar obligations (nor from its responsibility to make any and all related filings, reports or declarations) associated with the Customer's Wine; provided, however, that the Company shall be responsible for making arrangements with the Import Vendor to pay any import duties or similar obligations out of the Company's Import Shipping Fee.

## 9. ADDITIONAL CHARGES.

(a) Late Charges and Taxes. In the event the Customer's account remains unpaid for ten (10) days after the due date on the invoice for any amounts, a late fee of \$25 will be added to the invoice total by the Company. The Company shall add an additional 1.5% of the outstanding amount for each thirty (30) day cycle in which amounts remain overdue on the Customer's account. The Company shall charge and collect from the Customer any and all applicable taxes with respect to the Company's provision of storage space to the Customer pursuant to this Agreement.

(b) Payment Method. The Customer shall ensure that an active payment method is on file with the company, Payment method options are bank network connection, ACH, or major credit card (validly and lawfully authorized under the Customer's name) submitted via the Company's secure and Payment Card Industry Data Security Standard (PCI DSS)-compliant payment processor upon receipt of the Customer's first invoice, and kept up to date by the Customer thereafter. In the event of: (i) any automatic Renewal of this Agreement; (ii) the Customer's incurrence of any late charges or taxes hereunder; or (iii) the Company's provision of additional services hereunder as described in Section 5 or this Section, the Company is authorized by the Customer's execution of the WSA Form to charge the Customer's payment method for any and all applicable fees and charges as set forth in this Agreement.

(c) Open Pallet Charge. In addition to the Storage Charges described above and the other charges described herein, if the Customer has selected Wrapped Pallet Storage hereunder, the Customer shall be charged the "**Open Pallet Charge**" each time the Customer delivers new or additional units of Customer's Wine for Pallet Storage in the Facility and each time the Customer removes (or causes the removal of) any of the Customer's Wine from Pallet Storage in the Facility. The Company's prevailing rate will be utilized for the Open Pallet Charge, no Open Pallet Charge shall be refunded in the event the Company terminates this Agreement for any reason; provided, that no additional Open Pallet Charge shall be charged for the Company's shipment of any Customer's Wine remaining at the Facility as provided in this subsection.

(d) Boxing and Supply Services. The Company may offer packing supplies (including boxes, Styrofoam containers and other supplies) for any of the Customer's Wine held in storage or being delivered to or from the Facility. Rates are available upon request and are subject to change at any time at the Company's discretion.

(e) Consolidated Shipping/Concierge Pickup Services. In addition to any fees set forth elsewhere in this Agreement, the fees to be paid by the Customer to the Company or one of its affiliates in consideration of the Transit Services (the "**Transit Fee**") shall be billed at the Company's prevailing rates, based on one of two service options: (i) billed per Piece where the Origin of the Customer's Wine is a UOVO WINE Storage facility and the Destination is another UOVO WINE Storage facility, (ii) billed per Piece where the Origin of the Customer's Wine is not a UOVO WINE Storage facility and a pickup is needed (within a predetermined pickup radius) and the destination is another UOVO WINE Storage facility. Packing, inventory, and consolidation services are not included in the Transit Fee. If requested by the Customer, the Company or one of its affiliates shall provide such services, which are billable to and payable by the Customer in 15 minute increments at the Company's current hourly labor rate, per person working to provide such services, plus the cost of packaging materials to be charged per the material rate schedule that will be or has been provided to the Customer. If the Customer does not request the Company or one of its affiliates to provide such additional services, it is the Customer's responsibility to ask retailers to consolidate wine in as few boxes as possible in order to keep shipping costs down.

(f) Import Shipping Services. In addition to any fees set forth elsewhere in this Agreement, the fees to be paid by Customer to the Company in consideration of the Import Shipping Services (the "Import Shipping Fee") shall be the Company's prevailing import shipping rate. In addition, orders for fewer than 30 Pieces may be subject to additional charges, which shall be disclosed in writing to Customer in advance of any Import Shipping Services. The Company shall be responsible for paying the Import Vendor for any services rendered on behalf of Customer in connection with any Import Shipping Services. Packing, inventory, and consolidation services are not included in the Import Shipping Fee or Services. If requested by Customer, the Company will make arrangements for a third party at the consolidation point in the Origin to provide such services. The Company agrees to pay the third party for any such services, and Client agrees to reimburse the Company for the actual amount charged by the third party for such services. If Customer does not request such additional services, it is Customer's responsibility to ask retailers to consolidate wine in as few boxes as possible in order to keep fees down.

(g) Participation in Litigation or Other Legal Situations Outside the Normal Scope of Providing Storage Services. If for the purpose of any civil or criminal legal proceeding, the Company is required by a court of law, arbitrator or government agency, to provide records of the Customer's wine storage, all time required to comply will be billable to the Customer at the rate of \$500 per hour or the current prevailing rate of the Company's counsel, whichever is higher at the time. Similarly, in the event that the Company is required to respond to any legal inquiries outside the normal scope of providing storage services with regard to the Customer's wine, all time required to respond to any such inquiries will be billable to the Customer at the same rate.

## 10. RISK OF LOSS, INDEMNIFICATION AND LIMITATION OF LIABILITY.

(a) Risk of Loss. If the Customer has not agreed in the WSA Form to purchase specific wine OR beer and spirits coverage (including if the Customer has left such option blank in the WSA Form), Customer has thereby waived all offers of such coverage and agreed to be responsible for all risk of loss with respect to the Customer's Wine OR Beer and Spirits that is the subject of this agreement. Notwithstanding anything in this Agreement, nothing in this Section shall shift to the Customer any loss caused by the Company's gross negligence or willful misconduct.

If the Customer has agreed in the WSA Form to purchase specific Wine and/or Beer and Spirits coverage through the Company's Loss Protection Program, the terms of such coverage are set forth on the Evidence of Insurance form that can be provided to the Customer upon request. The estimated value of the Customer's Wine and/or Beer and Spirits is to be based upon a reasonable valuation provided to the Company by the Customer; provided, that if the Customer does not provide such valuation, the estimated value shall be determined by the Company using industry standard valuation methods. No refunds of premium shall be due from Company in the event of a decrease in value during the course of the Customer's coverage term. If the Customer has agreed to purchase specific Wine and/or Beer and Spirits coverage the program covers: traditional risk perils (fire, theft, wind, earthquake, and flood), accidental droppage by Company or its agents, extremes of temperature due to breakdown of control units, unauthorized consumption, and label damage. Earthquake and flood loss deductibles, when applicable, are identified in the Policy Form, which can be provided to the Customer upon request. The Loss Protection Program also covers Wine and/or Beer and Spirits in transit, domestically or internationally, when either 1) it is transported in a UOVO WINE vehicle; OR 2) UOVO WINE is otherwise responsible for the shipment. Domestic & international

shipping deductibles and maximum coverage per vessel are identified in the Policy Form, which can be provided to the Customer upon request.

(a) **Indemnity.** By its execution of the WSA Form, the Customer unconditionally, irrevocably and absolutely agrees to protect, defend, indemnify and hold harmless the Company and the Company's past, present and future members, managers (if any), employees, agents and other representatives, and each of the foregoing's heirs, personal representatives, successors and assigns (collectively the "**Indemnitees**" and individually an "**Indemnatee**"), from any and all manner of actions, suits, debts, sums of money, interest owed, accounts, controversies, agreements, guaranties, promises, undertakings, charges, damages, judgments, executions, obligations and reasonably incurred costs, expenses and fees (including reasonable attorneys' fees and court costs), counterclaims, claims, demands, causes of action, liabilities, losses and amounts paid in settlement incurred, paid or sustained by any of the Indemnitees, in each case in connection with, arising out of, based upon, relating to or otherwise involving: (i) the transport, handling, or storing of the items placed or to be placed into storage (other than that which arises from or relates to the intentional misconduct or negligence of the Company), or the effect on such items of any ambient conditions, fire, flood, failure of interior and/or exterior structures both secured and/or unsecured, sprinkler discharge, or any other claim that may arise from conditions or factors beyond the control of the Company; (ii) a breach of any provision or representation of this Agreement by the Customer; (iii) the use by the Customer and the Customer's agents, representatives, shareholders and members (if any) of the Customer's storage locker or pallet and any damage caused thereto by the negligence or intentional acts of the Customer or its agents; and (iv) the assertion of any claim of subrogation against any Indemnatee by any third party (including but not limited to any insurance company) arising out of or with respect to this Agreement and the performance of any obligation hereunder. If any such action, suit or proceeding is commenced against, or any such claim, demand or amount is assessed against, any of the Indemnitees in respect of which any of the Indemnitees proposes to demand indemnification hereunder, the Customer is to be notified to that effect with reasonable promptness. The Indemnatee is to control the defense of any such action, and may employ counsel in defense thereof, all at the Customer's expense, unless and until the Customer satisfies or otherwise settles such action and obtains a release of the Indemnatee from the third party bringing such action, in a form acceptable to the Indemnatee and Indemnatee's counsel. Notwithstanding the above, no Indemnatee is entitled to indemnification hereunder as a result of any Indemnatee's gross negligence or willful misconduct.

(b) **Limitation of Liability.** In addition to any limitations set forth elsewhere in this Agreement, the Company's liability under this Agreement shall be limited to the following:

(i) in the event of any damage or loss, in no event shall the Company's liability under this Agreement exceed the most recent stated value of the Customer's Wine stored at the Facility as reflected in the records of the Company. The Customer agrees that it is Customer's responsibility to assure that the stated value of the Customer's Wine stored with the Company is current;

(ii) in no event shall the Company be liable for any special, indirect, exemplary, consequential or punitive damages, including, but not limited to, lost profits; and

(iii) any such loss claimed by the Customer under this Agreement shall be net of any insurance proceeds paid or payable to Customer in respect of such damage or loss.

(iv) in the event that the Transit Services performed by the Company include the packing of wine into containers for consolidated shipping/Concierge Pickup services, the Company is not responsible, and shall not be held liable, for any claimed or stated discrepancies in inventory by Customer unless: (a) Customer requests and the Company performs, for an additional charge, an inventory of the Wine before shipment; and (b) a member of the Company's team is present for the unpacking of the Wine upon its arrival at the Destination; and

(v) in the event that the Transit Services performed by the Company do not include the packing of wine into containers for consolidated shipping or Concierge Pickup services, the Company is not responsible, and shall not be held liable, for any claimed or stated discrepancies in inventory.

(vi) the Company is not responsible, and shall not be held liable, for any claimed or stated discrepancies in inventory in connection with any Import Services.

**11. LIEN AND HOLDOVER.** The Company claims a lien on all items of Customer's personal property stored at the Facility (whether in a Service Customer's storage locker or the Company's general storage locker). Customer's property stored at the Facility (whether in a Service Customer's storage locker or the Company's general storage locker) may be sold by the Company to satisfy this lien for any rent, labor or other expenses or charges owed by the Customer if the Customer is in default under the terms of this Agreement or any other agreement between the Customer and the Company for a period of more than thirty (30) days. Such sale shall be done in a commercially reasonable manner as determined by the Company, with any proceeds from the sale to be used first to satisfy the lien and any surplus to be held for delivery on demand to the Customer for one year after receipt of proceeds of the sale and satisfaction of the lien. No proceeds shall be paid to the Customer until the Customer files a sworn affidavit with the Company that there are no other valid liens outstanding against the property sold and that the Customer shall indemnify the Company for any damages incurred or moneys paid by the operator due to claims arising from other lienholders of the property sold. After the one-year period described above, any proceeds remaining after satisfaction of the lien shall be considered abandoned property to be reported and paid to the state treasurer in accordance with laws pertaining to the disposition of unclaimed property. The Company may otherwise dispose of any property subject to its lien that has no commercial value.

## **12. GENERAL PROVISIONS.**

(a) **Use; Compliance with Laws.** The Customer shall use its storage locker or pallet for the storage of the Customer's Wine and for no other purpose. Such storage space will not be used for operation of any business or for human or animal occupancy, nor will trash, food or other materials be allowed to accumulate. The Customer shall not store any item at the Facility which shall be in violation of any order or requirement imposed by any Board of Health, Department of Sanitation, Police Department or other governmental agency, or in violation of any other legal requirement. The Customer agrees to fully comply with all federal, state and local laws regarding the ownership, transportation, labeling, taxation or other use of wine as contemplated by this Agreement. By its execution of the WSA Form, the Customer hereby represents that it has good title to all stored items and that there are not legal restrictions relating to the Customer's right to store such items.

(b) **Effective Date.** This Agreement shall become effective as of the date set forth in the WSA Form.

(c) Termination. Either party may terminate this Agreement by providing written notice of termination to the other party. Any termination shall be effective thirty (30) days after receipt of such termination notice, subject to subsections (i) and (ii), below.

(i) If the Customer terminates this Agreement pursuant to a non-renewal of the Term under Section 7, the Customer shall remove any remaining wine stored at the Facility on or before the effective date of such termination. If the Customer terminates this Agreement for any other reason, Customer shall remove any remaining stored items from the Facility within ten (10) days of termination. All Storage Charges are non-refundable, and Customer shall have no right to a refund by Company of any pre-paid Storage Charges.

(ii) If the Company terminates the Agreement for any reason, the Company will ship any Customer's Wine remaining at the Facility, at the Customer's expense, to the Customer's last-known address as maintained in the Company's records, unless Customer otherwise notifies the Company in writing within ten (10) days of Customer's receipt of the Company's termination notice. If the Company terminates the Agreement for any reason, the Company shall refund that proportion of the Customer's paid Storage Charges equal to the proportion of the Agreement that remains after the date of termination, with such proportions based on a 365-day year.

(iii) The termination of this Agreement or any provision hereof shall not affect the rights and obligations of the parties with respect to actions taken or omissions made, or purchases or sales consummated, prior to the effective date of such termination.

(d) Representations and Warranties. In addition to the representations and warranties elsewhere provided in this Agreement, the Customer hereby represents and warrants to the Company that: (i) the Customer is the legal and beneficial owner of the Customer's Wine or has been authorized by the legal and beneficial owner of the Customer's Wine to enter into this Agreement on such owner's behalf; and (ii) if other than an individual, the Customer has been duly organized, is in good standing, and has received all requisite organizational authority to enter into this Agreement. The Company hereby represents and warrants to the Customer that it is duly organized under the laws of the State of Missouri, is in good standing and has received all requisite organizational authority to enter into this Agreement.

(e) Entire Agreement; Survival. This Agreement (including the WSA Form) constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous statements, representations, warranties, actions, omissions, arrangements, understandings or other agreements of the parties in connection therewith. In the event of any conflict between the WSA Form and these Terms and Conditions, the provisions of these Terms and Conditions shall govern.

(f) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all such counterparts shall constitute but one and the same agreement. For purposes of this Agreement, a document (or signature page thereto) signed and transmitted by facsimile machine or telecopier or .pdf attachment to an e-mail is to be treated as an original document. The signature of any party thereon, for purposes hereof, is to be considered as an original signature, and the document transmitted is to be considered to have the same binding effect as an original signature on an original document.

(g) Assignment. The Customer shall not, without the express prior written consent of the Company, sublet, assign or transfer the rights or obligations under this Agreement or any part thereof.

(h) Successors and Assigns. This Agreement shall be binding upon each party and their respective permitted successors and permitted assigns and shall inure to the benefit and be enforceable by the other party and its permitted successors and assigns.

(i) Severability. In the event that one or more of the provisions contained in this Agreement is held invalid, illegal or unenforceable in any respect for any reason, the validity, legality and enforceability of any such provision in every other respect, and of the remaining provisions contained herein, shall not be in any way impaired thereby.

(j) Relationship. The relationship between the Company and the Customer shall be solely that of independent contractors, and this Agreement shall not be deemed to create any relationship of agency, employment, partnership or joint venture between the parties.

(k) Additional Services. The terms of this Agreement shall apply to any services (in addition to the storage of goods) rendered to the Customer by the Company, including, but not limited to, pick-up and/or delivery of goods, handling, repackaging and inventory, except as otherwise provided in such additional agreement as may be applicable to such services.

(l) Deliveries. If the Customer has a delivery to the Company where the addressee is not named on the WSA, the Customer must supply written authorization from the addressee that the delivery is to be added to the Customer's storage. The Company reserves the right to refuse acceptance of such deliveries with or without the supplied authorization.

(m) Amendment. This Agreement shall not be amended or waived, nor shall any consent to any departure by any party from the terms and conditions thereof be effective, unless in a writing signed by or on behalf of each party, except as otherwise provided herein.

(n) Liquor Licenses. By its execution of the WSA Form, the Customer represents that it is not a named party on any Colorado wholesale, retail, on-premises or any other liquor license and acknowledges that the Customer could be in violation of applicable laws and would cause the Company to be in violation of applicable laws if the Customer were a named party to such licenses. The Customer agrees to indemnify the Company and the Company's members, managers (if any), employees, agents and other representatives from and against any loss incurred by the Company as a result of the Customer's failure to uphold its representations and acknowledgements under this subsection.

(o) Submission to Jurisdiction. ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT OR ANY DOCUMENT RELATED HERETO MAY BE BROUGHT IN THE COURTS OF THE COUNTY OF COOK, STATE OF COLORADO OR ANY COURT OF THE UNITED STATES OF AMERICA FOR THE DISTRICT OF COLORADO AND, BY EXECUTION AND DELIVERY OF THIS AGREEMENT, EACH PARTY HEREBY ACCEPTS FOR ITSELF AND IN RESPECT OF ITS PROPERTY, GENERALLY AND UNCONDITIONALLY, THE JURISDICTION OF SUCH COURTS. THE PARTIES IRREVOCABLY WAIVE ANY OBJECTION, INCLUDING ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS, WHICH ANY OF THEM MAY NOW OR HEREAFTER HAVE TO THE BRINGING OF ANY SUCH ACTION OR PROCEEDING IN SUCH RESPECTIVE JURISDICTIONS.

EACH PARTY IRREVOCABLY CONSENTS TO THE SERVICE OF PROCESS OF ANY OF SUCH COURTS IN ANY SUCH ACTION OR PROCEEDING BY THE MAILING OF COPIES THEREOF BY REGISTERED OR CERTIFIED MAIL, POSTAGE PREPAID, TO EACH OF THE OTHER PARTIES AT ITS ADDRESS PROVIDED HEREIN, SUCH SERVICE TO BECOME EFFECTIVE 30 DAYS AFTER SUCH MAILING.

(p) Governing Law. This Agreement shall be governed and construed in accordance to the laws of the State of Colorado, without regard to choice of law or conflict rules or laws